

07-31-2000

Docket No.:

014951/0142



101418864

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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PURPLE CRAYONS, INC.
107 EAST 13TH STREET
HUNTINGTON STATION, NEW YORK 11746

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State NEW YORK
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: JUNE 19, 2000

2. Name and address of receiving party(ies):

Name: ABLECO FINANCE LLC

Internal Address:

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10022

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State DE LIMITED LIABILITY CO.
☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/760,144

B. Trademark Registration No.(s)

NONE

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PAULA A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

07/28/2000 ASCOTT 00000004 500675 75760144

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAULA A. JUERGENSEN

Name of Person Signing

Signature

JUNE 29, 2000

Date

Total number of pages including cover sheet, attachments, and

5

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, PURPLE CRAYONS, INC. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated June 19, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as the Lender (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 19, 2000.

PURPLE CRAYONS, INC.

By: David Kuss
Name:
Title: CEO

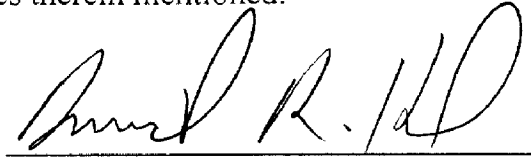
STATE OF NEW YORK

Monroe

SS.:

COUNTY OF ~~NEW YORK~~

On this 19th day of June, 2000, before me personally came Daniel R. Kinel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CEO of Purple Crayons, Inc., a New York corporation, and that he executed the foregoing instrument in the firm name of Purple Crayons, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



DANIEL R. KINEL
Notary Public, State of New York
MONROE COUNTY
Commission Expires July 22, 2002

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

Trademarks and Trademark Applications Owned
by:

"Purple Crayons"
(Serial No. 75/760,144)